

FILED

IN THE UNITED STATE DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
Alexandria Division

2015 AUG 19 P 1:03

CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

UNITED STATES OF AMERICA)
for the use and benefit of)
WOODBIDGE GLASS CO., INC.)
14312 Jefferson Davis Highway)
Woodbridge, VA 22191)

Plaintiff)

v.)

CASE NO: 1:15-CV-1052
(AJT/MSN)

CADDELL CONSTRUCTION CO., INC.)
2700 Lagoon Park Dr.)
Montgomery, AL 36109)

Serve: CT Corporation System)
4701 Cox Road Suite 285)
Glen Allen, VA 23060)

and)

TRAVELERS CASUALTY AND)
SURETY COMPANY OF AMERICA)
One Tower Square)
Hartford, CT 06183)

Serve: Corporation Service Company)
Bank of America Center, 16th Floor)
1111 East Main Street)
Richmond, VA 23219)

and)

FIDELITY AND DEPOSIT COMPANY)
OF MARYLAND)
1400 American Lane)
Schaumburg, IL 60196)
)
Serve: Corporation Service Company)
Bank of America Center, 16th Floor)
1111 East Main Street)
Richmond, VA 23219)
)
Defendants)

COMPLAINT

COMES NOW the Plaintiff, United States of America for the use and benefit of Woodbridge Glass Co., Inc., (hereinafter "Plaintiff"), by counsel, and in support of its complaint, states as follows:

GENERAL FACTUAL ALLEGATIONS

1. This Court has jurisdiction over this complaint pursuant to 40 U.S.C. §3131, *et seq.*, commonly known as the Miller Act because Count II of this complaint arises pursuant to that section.
2. This Court has jurisdiction over Count I of the complaint pursuant to 28 U.S.C. §1367 because the claims asserted therein are so related to the claims asserted in Count II that they are part of the same case or controversy.
3. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) as the construction project and the actions or omissions giving rise to this lawsuit occurred in Prince William County, Virginia which is a part of this District.
4. Plaintiff is a Virginia corporation engaged in business as a glass and glazing

subcontractor and doing business at 14312 Jefferson Davis Highway, Woodbridge, Virginia 22191.

5. Caddell Construction Co, Inc. ("Caddell") is an Alabama corporation with a principal place of business of 2700 Lagoon Park Dr., Montgomery, Alabama 36109 doing business in Virginia as a general contractor.

6. Defendant Travelers Casualty and Surety Company of America ("Travelers") is a Connecticut corporation engaged in Virginia as a surety with a principal place of business of One Tower Sq, Hartford, CT 06183.

7. Defendant Fidelity and Deposit Company of Maryland ("F&D") is a Maryland corporation engaged in business in Virginia as a surety with a principal place of business of 1400 American Lane, Schaumburg, IL 60196.

8. Caddell entered into a contract (the "General Contract") with the Department of the Army ("Owner") whereby Caddell agreed to furnish and Owner agreed to pay for labor and materials necessary to complete certain improvements to be constructed as the construction project generally known as Additions and Alterations to Commissary, MCB Quantico Commissary (the "Project") located in Prince William County, Virginia.

COUNT I
BREACH OF CONTRACT

9. The General Factual Allegations set forth above are incorporated herein by reference as if set forth in full.

10. Caddell entered into a subcontract dated March 30, 2010 with Plaintiff (hereinafter referred to as "the Subcontract"), whereby Plaintiff agreed to furnish and Caddell agreed to pay for all labor and materials necessary to complete certain aluminum frames, glass & glazing, sliding

entrance doors, fiberglass sandwich panels and teller service equipment work, which were part of the improvements to be constructed pursuant to the General Contract.

11. Pursuant to the Subcontract, Plaintiff provided substantial labor and materials to Caddell, which was incorporated into the Project and added substantial value thereto.

12. Plaintiff has performed all of its obligations under the Subcontract and has done so in a timely and workmanlike manner.

13. Caddell has breached the Subcontract by failing and refusing to pay, despite demand, the balance due to Plaintiff, said balance being a total of Nineteen Thousand Two Hundred Eighty Three and 65/100 Dollars (\$19,283.65).

14. Plaintiff has been damaged by Caddell's breach of the Subcontract in the amount of Nineteen Thousand Two Hundred Eighty Three and 65/100 Dollars (\$19,283.65).

15. All conditions precedent to filing this lawsuit have been satisfied.

WHEREFORE, Woodbridge Glass Co., Inc., respectfully requests judgment against the Defendant, Caddell Construction Co, Inc., in the sum of Nineteen Thousand Two Hundred Eighty Three and 65/100 Dollars (\$19,283.65) with interest thereon at the legal rate until paid plus its costs incurred in this matter.

COUNT II
BOND CLAIM

16. The allegations set forth in all prior paragraphs above are incorporated herein by reference as if set forth in full.

17. Caddell, as principal, and Travelers and F&D, as its sureties, entered into a payment bond for the benefit of subcontractors and suppliers of Caddell dated September 14, 2009

(hereinafter the “Bond”) for the prosecution of the work on the Project included in the General Contract.

18. Despite demand, Caddell, Travelers and F&D have breached the Bond by failing to pay the amount of Nineteen Thousand Two Hundred Eighty Three and 65/100 Dollars (\$19,283.65) to Plaintiff for the labor and materials supplied by Plaintiff to Caddell and the Project.

19. Plaintiff has been damaged by the breach of the Bond by Caddell, Travelers and F&D in the amount of Nineteen Thousand Two Hundred Eighty Three and 65/100 Dollars (\$19,283.65).

20. Plaintiff is a proper claimant under the Bond and is of the class of those persons entitled to a right of action under the Bond.

21. Plaintiff has complied with all requirements and conditions precedent in asserting its claim under the Bond.

22. More than 90 days, expired since the day on which the last of the labor and materials was supplied by Plaintiff to the Project for which such claim is made.

23. This Complaint is filed no later than one year after the day on which the last of the labor was performed or materials were supplied by Plaintiff to the Project which occurred no earlier than August 19, 2014.

24. All necessary parties defendant are now before this Court for the purpose of enforcing the Bond Claim of Plaintiff.

25. All conditions precedent to filing this lawsuit have been satisfied.

WHEREFORE, Woodbridge Glass Co., Inc., respectfully requests judgment against the

Defendants, Caddell Construction Co, Inc., Travelers Casualty and Surety Company of America and Fidelity and Deposit Company of Maryland, jointly and severally, in the sum of Nineteen Thousand Two Hundred Eighty Three and 65/100 Dollars (\$19,283.65) with interest thereon at the legal rate until paid plus its costs incurred in this matter.

Dated: August 19, 2015

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Paul Schrader', written over a horizontal line.

Paul Schrader, Esq. VSB# 75394
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